

APFA

BOARD OF DIRECTORS MEETING

SPECIAL BOARD OF DIRECTORS MEETING

August 26, 2019

HOLIDAY INN DFW SOUTH

Resolution Tally Sheet	Resolution #:	2
	Maker:	Gunter
	Second:	Babi
	Date:	08/26/2019
	Time:	11:23 a.m.

Resolution Name: Payouts to Former National Officer

<input type="checkbox"/> <i>AFFECTS POLICY MANUAL:</i>		
YES = Yes	ABS = Abstain	PXY = Proxy Vote
NO = No	N/A = Absent	REC = Recuse
PASS = Pass		

COMMENTS:

	B O S	C L T	D C A	D F W	L A X	L G A	M I A	O R D	P H L	P H X	R D U I	S F O	S T L	PRES — Tie- Breaker
	Milenkovic	Hazlewood	Pennel	Truan	Nikides	Norvell	Trautman	Wroble	Kaswinkel	Babi	Kelso	Toms	Martin	Bassani
YES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PASS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PXY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YES: 12 NO: 0 ABSTAIN: 1 ABSENT: 0

Status: **Passed** ☒ **Failed** ☐ **Tabled** ☐ **Withdrawn** ☐ **Show of Hands** ☐

WHEREAS in the course of performing the fiscal year end financials, a possible overpayment of accrued leave pay outs was discovered to have been made to three prior officers of the organization;

WHEREAS as a result of this discovery, research was initiated in order to determine the past practice in interpreting the APFA Policy Manual section 6(B) and to confirm whether in fact overpayments were made and if so in what amount.

APFA

BOARD OF DIRECTORS MEETING

WHEREAS as the results of the investigation and research confirmed that in fact there was a deviation from the past practice in interpreting the policies of the APFA with respect to pay outs

THEREFOR BE IT RESOLVED, that:

1. APFA make demand that the overpayments made to Eugenio Vargas, Nena Martin, Marcy Dunaway be recovered and the APFA be made whole; and
2. That the past practice of interpreting the term salary be continued to exclude MEA and SAF until such time as the policy is amended in accordance with the constitution of APFA.

From: Erik Harris <eharris@apfa.org>
Date: Thursday, October 22, 2020 at 12:14 PM
To: Officers <Officers@apfa.org>
Cc: Margot Nikitas <MNikitas@apfa.org>, Bill Osborne <BOSborne@osbornelaw.com>
Subject: FW: Memo for the Board and EC

Erik Harris

National Treasurer

Association of Professional Flight Attendants

Office 817.540.0108x 6231 | Email eharris@apfa.org

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From: Hal O'Neil <oneil@woodcpafirm.com>
Date: Thursday, October 22, 2020 at 12:11 PM
To: Erik Harris <eharris@apfa.org>
Cc: Pam Bush <pbush@woodcpafirm.com>
Subject: Memo for the Board and EC

Erik.....attached is the Board and EC Memo for your review. Also are the attached schedules for each officer. Please get back to me if this memo looks OK.

Thanks, Hal

Hal O'Neil, CPA
Wood, Stephens & O'Neil, L.L.P.
6300 Ridglea Place, Suite #318
Fort Worth, TX 76116

Direct line - 817-886-3428
Firm tele. - 817-377-1700 (my extension #601)
Firm fax - 817-377-1870

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Attachments:

APFA - Board and EC memo.pdf	79.7 KB
APFA - Vargas schedules A - C.pdf	112 KB
APFA - Dunaway schedules A - C.pdf	112 KB
APFA - Martin schedules A - C.pdf	113 KB
APFA - Ross schedules A - C.pdf	137 KB

**Wood, Stephens &
O'Neil, L.L.P.**
Certified Public Accountants

6300 Ridglea Place, Suite 318
Fort Worth, TX 76116
Tele. 817-377-1700
Fax 817-377-1870

CONFIDENTIAL MEMORANDUM

MEMO TO: APFA Board of Directors and the Executive Committee

FROM: Hal O'Neil, CPA, Pam Bush

SUBJECT: Review of officer disbursements and the Bob Ross transition agreement

DATE: October 22, 2020

The current APFA officers, in consultation with the APFA staff attorney and outside counsel, requested that our firm review specific former officer expense reimbursements and payroll disbursements, as well as the payments arising from the Bob Ross confidential transition agreement. This informal engagement is substantially less in scope than an audit engagement, the objective of which would be the expression of an opinion regarding these specific disbursements. Accordingly, we do not express an opinion or any form of assurance regarding these disbursements. Our task under this informal engagement, was as follows:

1. To review the backup for the former officers' salary disbursement amounts from 2016 - 2018 and to determine these base salaries were calculated correctly and in compliance with the guidelines and pay rates stipulated in the APFA policy manual. Please see the enclosed schedule A for each officer.
2. To prepare an overpayment schedule of the accrued and unused sick, and accrued and unused vacation time payments made to Bob Ross in 2018, similar to the overpayment schedules we prepared previously for the other three officers. Please see the enclosed schedules B and C for each officer. These overpayment schedules for the other officers were previously provided to the Board of Directors. Please note the Bob Ross confidential transition agreement states that he will be paid all of his accrued and unused sick, and accrued and unused vacation time. This agreement doesn't specify that the payments be made in accordance with the policy manual guidelines. Consequently, these payments appear appropriate and in compliance with the transition agreement. This agreement also specifies reimbursement payments to him of up to \$10,000 in actual moving expenses. His moving expense reimbursement payments did not exceed this amount.
3. To assist the APFA accounting department staff in reviewing and organizing the various requested documents, as set forth in the flight attendants Chinery and Lee financial document request.

Please contact us should the Board of Directors or the Executive Committee have questions regarding our limited engagement.

Sincerely,

Hal O'Neil, CPA

A

Eugenio Vargas - National Treasurer Pay

105 hours paid monthly at the highest purser pay including international override, per the policy manual.

*	Maximum flight attendant pay	60.13		
	Purser Pay	7.50		
	International pay	3.75		
		71.38	105 hours	7,494.90

Bi-monthly pay 4/1/16 - 12/31/16	3,747.45
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**	Maximum flight attendant pay	61.33		
	Purser Pay	7.50		
	International pay	3.75		
		72.58	105 hours	7,620.90

Bi-monthly pay - 1/1/17 - 5/1/17	3,810.45
----------------------------------	----------

91,450.80	Annual salary
250.55	Daily rate for sick and vacation

***	Maximum flight attendant pay	64.96		
	Purser Pay	7.50		
	International pay	3.75		
		76.21	105 hours	8,002.05

Bi-monthly pay - 5/2/17 - 12/31/17	4,001.03
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96,024.60	Annual salary
263.08	Daily rate for sick and vacation

****	Maximum flight attendant pay	66.26		
	Purser Pay	7.50		
	International pay	3.75		
		77.51	105 hours	8,138.55

Bi-monthly pay - 1/1/18 - 3/31/18	4,069.28
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97,662.60	Annual salary
267.57	Daily rate for sick and vacation

- * Pay rates effective 4/1/16
- ** Pay rates effective 1/1/17 - 5/1/17
- *** Pay rates effective 5/2/17 - 12/31/17 (1.6% increase)
- **** Pay rates effective 1/1/18 - 3/31/18

				B			
National Officer:		Eugenio Vargas					
	Annual Salary	Daily amount (divide by 365)	Eligible Days to pay	Payment			
Profit Sharing - 2016				2,435.07	(paid 3/10/17)		
Vacation Pay - 2017							
	\$ 91,450.80	250.55	14	3,507.70	(paid 3/31/2017)		
Sick Pay - 2017							
	\$ 91,450.80	250.55	12	3,006.60	(paid 3/31/2017)		
Retro				831.60	(paid 6/1/17)		
				\$ 150.00	(paid 1/25/18)		
Profit Sharing 2017				2,269.76	(paid 3/9/18)		
Vacation Pay - 2018							
	\$ 113,021.02	309.65	14	4,335.10	(paid 3/29/2018)		
Sick Pay - 2018							
	\$ 113,021.02	309.65	12	3,715.80	(paid 3/29/2018)		
Vacation Pay - 2017 - (adjustment paid in 2018)				523.46			
Sick Pay - 2017 - (adjustment paid in 2018)				448.68			
End of Term Payout - 2018				972.14	(paid 3/29/2018)		
	\$ 111,317.70	304.98	54	16,468.92	(paid 6/29/2018)		
Profit Sharing - 2018				1,141.03	(paid 3/8/19)		

[illegible]

A

Marcy Dunaway - National Secretary Pay

105 hours paid monthly at the highest purser pay including international override, per the policy manual.

* Maximum flight attendant pay	60.13		
Purser Pay	7.50		
International pay	3.75		
	71.38	105 hours	7,494.90

Bi-monthly pay 4/1/16 - 12/31/16	3,747.45
----------------------------------	----------

** Maximum flight attendant pay	61.33		
Purser Pay	7.50		
International pay	3.75		
	72.58	105 hours	7,620.90

Bi-monthly pay - 1/1/17 - 5/1/17	3,810.45
----------------------------------	----------

91,450.80	Annual salary
250.55	Daily rate for sick and vacation

*** Maximum flight attendant pay	64.96		
Purser Pay	7.50		
International pay	3.75		
	76.21	105 hours	8,002.05

Bi-monthly pay - 5/2/17 - 12/31/17	4,001.03
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96,024.60	Annual salary
263.08	Daily rate for sick and vacation

**** Maximum flight attendant pay	66.26		
Purser Pay	7.50		
International pay	3.75		
	77.51	105 hours	8,138.55

Bi-monthly pay - 1/1/18 - 3/31/18	4,069.28
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97,662.60	Annual salary
267.57	Daily rate for sick and vacation

- * Pay rates effective 4/1/16
- ** Pay rates effective 1/1/17 - 5/1/17
- *** Pay rates effective 5/2/17 - 12/31/17 (1.6% increase)
- **** Pay rates effective 1/1/18 - 3/31/18

					B				
National Officer:	Marcy Dunaway								
		Annual	Daily amount	Eligible					
		Salary	(divide by 365)	Days to pay	Payment				
Profit Sharing - 2016									
					2,424.86	(paid 3/10/17)			
Vacation Pay - 2017									
		\$ 91,450.80	250.55	14	3,507.70	(paid 3/31/2017)			
Sick Pay - 2017									
		\$ 91,450.80	250.55	12	3,006.60	(paid 3/31/2017)			
Retro					831.60	(paid 6/1/17)			
Triple Grand Slam					300.00	(paid 7/6/17)			
Grand Slam					150.00	(paid 1/25/18)			
Profit Sharing - 2018					2,270.35	(paid 3/9/18)			
Vacation Pay - 2018									
		\$ 112,659.36	308.66	14	4,321.24	(paid 3/29/2018)			
Sick Pay - 2018									
		\$ 112,659.36	308.66	12	3,703.92	(paid 3/29/2018)			
Vacation Pay - 2017 - (adjustment paid in 2018)					513.10				
Sick Pay - 2017 - (adjustment paid in 2018)					439.80				
					952.90	(paid 3/29/2018)			
End of Term Payout - 2018									
		\$ 110,926.06	303.91	60	18,234.60	(paid 6/29/2018)			
Profit Sharing - 2018					1,199.47	(paid 3/8/19)			

[illegible]

A

Nena Martin - National Vice President Pay
National President Pay (3/2/18)

110.5 hours paid monthly at the highest purser pay including international override, per the policy manual.

* Maximum flight attendant pay	60.13		
Purser Pay	7.50		
International pay	3.75		
	71.38	110.5 hours	7,887.49

Bi-monthly pay 4/1/16 - 12/31/16	3,943.75
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** Maximum flight attendant pay	61.33		
Purser Pay	7.50		
International pay	3.75		
	72.58	110.5 hours	8,020.09

Bi-monthly pay - 1/1/17 - 5/1/17	4,010.05
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96,241.08	Annual salary
263.67	Daily rate for sick and vacation

*** Maximum flight attendant pay	64.96		
Purser Pay	7.50		
International pay	3.75		
	76.21	110.5 hours	8,421.21

Bi-monthly pay - 5/2/17 - 12/31/17	4,210.60
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101,054.46	Annual salary
276.86	Daily rate for sick and vacation

**** Maximum flight attendant pay	66.26		
Purser Pay	7.50		
International pay	3.75		
	77.51	110.5 hours	8,564.86

Bi-monthly pay - 1/1/18 - 3/1/18	4,282.43
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102,778.26	Annual salary
281.58	Daily rate for sick and vacation

Stepped In as President on 3/2/18

**** Maximum flight attendant pay	66.26		
Purser Pay	7.50		
International pay	3.75		
	77.51	116 hours	8,991.16

Bi-monthly pay - 3/2/18 - 3/31/18	4,495.58
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107,893.92	Annual salary
295.60	Daily rate for sick and vacation

- * Pay rates effective 4/1/16
- ** Pay rates effective 1/1/17 - 5/1/17
- *** Pay rates effective 5/2/17 - 12/31/17 (1.6% increase)
- **** Pay rates effective 1/1/18 - 3/31/18

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[illegible]

A

Bob Ross - National President Pay

116 hours paid monthly at the highest purser pay Including international override, per the policy manual.

* Maximum flight attendant pay	60.13		
Purser Pay	7.50		
International pay	3.75		
	71.38	116 hours	8,280.08

Bi-monthly pay 4/1/16 - 12/31/16	4,140.04
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** Maximum flight attendant pay	61.33		
Purser Pay	7.50		
International pay	3.75		
	72.58	116 hours	8,419.28

Bi-monthly pay - 1/1/17 - 5/1/17	4,209.64
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101,031.36	Annual salary
276.80	Daily rate for sick and vacation

*** Maximum flight attendant pay	64.96		
Purser Pay	7.50		
International pay	3.75		
	76.21	116 hours	8,840.36

Bi-monthly pay - 5/2/17 - 12/31/17	4,420.18
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106,084.32	Annual salary
290.64	Daily rate for sick and vacation

**** Maximum flight attendant pay	66.26		
Purser Pay	7.50		
International pay	3.75		
	77.51	116 hours	8,991.16

Bi-monthly pay - 1/1/18 - 7/31/18	4,495.58
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107,893.92	Annual salary
295.60	Daily rate for sick and vacation

- * Pay rates effective 4/1/16
- ** Pay rates effective 1/1/17 - 5/1/17
- *** Pay rates effective 5/2/17 - 12/31/17 (1.6% increase)
- **** Pay rates effective 1/1/18 - 7/31/18

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From: John Nikides <jnikides@apfa.org>
Sent: Thursday, November 12, 2020 8:40 AM
To: Nena Martin <nmartin@apfa.org>
Cc: Margot Nikitas <MNikitas@apfa.org>; Amy Milenkovic <amilenkovic@apfa.org>; Scott Hazlewood <shazlewood@apfa.org>; Louise Sullivan <lsullivan@apfa.org>; Randy Trautman <rtrautman@apfa.org>; Robert Norvell <rnorvell@apfa.org>; Susan Wroble <swroble@apfa.org>; Kim Kaswinkel <kkaswinkel@apfa.org>; Amber De Roxtra <aderoxtra@apfa.org>; Mischel Babi <mbabi@apfa.org>; John Pennel <jpennel@apfa.org>; Tim Schwartz <tschwartz@apfa.org>; Officers <Officers@apfa.org>
Subject: Re: Draft Response to Melissa Chinery

I agree 100 percent with Nena. She makes perfect sense.

John Nikides

Sent from my iPhone

On Nov 12, 2020, at 6:32 AM, Nena Martin <nmartin@apfa.org> wrote:

Margot and Base Presidents,

I appreciate the below draft, but I would like to suggest a different approach and draft to the Base Presidents.

I believe the letter should come from you Margot, as the APFA In-House Counsel. This will follow our past practice in this type of situation.

A letter from the BOD may generate additional Article VII charges if said party doesn't like the response, but charges can't be levied against our APFA Legal Counsel acting on behalf of the entity.

The letter should be sent by certified mail with a green card for verification, along with an email follow up to cover all avenues and provide additional protection for the entity.

Please see the attached documents for consideration by the Base Presidents.

Thanks Nena

From: Margot Nikitas <MNikitas@apfa.org>
Sent: Wednesday, November 11, 2020 9:11 PM
To: Amy Milenkovic <amilenkovic@apfa.org>; Scott Hazlewood <shazlewood@apfa.org>; Louise Sullivan <lsullivan@apfa.org>; Randy Trautman <rtrautman@apfa.org>; Robert Norvell <rnorvell@apfa.org>; Susan Wroble <swroble@apfa.org>; Kim Kaswinkel <kkaswinkel@apfa.org>; Amber De Roxtra <aderoxtra@apfa.org>; Mischel Babi <mbabi@apfa.org>; John Nikides <jnikides@apfa.org>; John Pennel <jpennel@apfa.org>; Nena Martin <nmartin@apfa.org>; Tim Schwartz <tschwartz@apfa.org>
Cc: Officers <Officers@apfa.org>
Subject: Draft Response to Melissa Chinery

Dear Board,

Below is a draft response to Melissa Chinery for your review and edits.

Thanks,
Margot

Melissa:

The Board of Directors is in receipt of your email dated November 8, 2020.

On October 28, 2020, during its fall meeting, the Board considered agenda item "Former National Officer Payout." The Board went off the record and had a confidential discussion regarding this agenda item. After going back on the record, the Board did not take any formal action or take any vote regarding this agenda item. In consultation with the National Officers, the Board has continued to discuss this matter.

Sincerely,

[signatures]

On Nov 8, 2020, at 7:06 PM, melchinery@aol.com wrote:

Dear Board of Directors,

I've been told by several people that you all were made aware at the recent fall board meeting that Bob Ross owes thousands of dollars back to the union. He owes this because of MEA, SAF, and Stipend pay was wrongfully added to inflate his pay. The same wrongful inflated formula that Nena Martin, Eugenio Vargas, and Marcy Dunaway were caught using and ordered to repay thousands of dollars back to the union. Can you please advise me of what actions you have taken to get Bob Ross to repay these embezzled funds? When will the membership be informed of what has transpired? Also, why wasn't Bob Ross's pay checked when Nena Martin, Marcy Dunaway, and Eugenio Vargas got caught to see if he had also received the same bogus formula? As board members you have a fiduciary duty to ensure and protect that our hard earned dues dollars are spent for their intended purposes.

Melissa Chinery

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

Margot A. Nikitas
General Counsel

Association of Professional Flight Attendants
1004 W. Euless Boulevard
Euless, TX 76040
817.540.0108 ext. 8108 (phone)
817.355.1919 (fax)
www.apfa.org

November 12, 2020

Melissa Chinery # 401137
Address

RE: November 8, 2020 email to the APFA Board of Directors

Ms. Chinery,

This letter is intended to acknowledge that the APFA Board of Directors has received the above-mentioned email on the date above.

The Fall APFA Board of Directors Meeting was held on October 27-28, 2020 at the NYLO Las Colinas, 1001 W. Royal Ln, Irving, Texas.

APFA National Treasurer, Erik Harris, added agenda item "Former National Officer Payout" as information/discussion (I/D) to the members of the assembly.

Regarding this topic, an off-record discussion was held between the members of the Board of Directors and the Executive Committee.

The APFA Base Presidents, Executive Committee and National Officers continue to work on a resolution to this issue.

If you are in need of any other information, please feel free to contact me at (insert phone number). I will be happy to answer any other inquiries that you may have in this matter.

Respectfully,

Margot Nikitas
APFA In-House Counsel

APFA
2020 FALL BOARD OF DIRECTORS MEETING
October 27-28, 2020



NYLO Las Colinas
Irving, TX

Final Agenda

<u>LEGEND</u>	
Information	I
Discussion	D
Action	A

Tuesday, October 27, 2020
0900 CDT

Fall Board Meeting Opening

- President's Opening Remarks
- Call to Order
- Roll Call
- Agenda Review & Approval

I

I/D/A

National President's Update

- President's Update
- Active Litigation Update
- Negotiations Update
- Professional Standards Realignment & Voicemail
- Black Lives Matter
- Diversity & Inclusion Committee

I/D

I/D

I/D

I/D/A

I/D/A

I/D/A

Department Reports

- Communications
- Contract
- Scheduling
- Health
- IOD
- Hotel
- Safety & Security
- EAP
- Government Affairs
- JCBA
- Retirement
- Unemployment
- Professional Standards

I/D

National Vice President's Update

- SBA Update
 - Presidential Grievances
 - QSBs
 - Terminations

I/D

2020 Fall BOD Meeting
Final Agenda
October 27-28, 2020
Page 2 of 2

National Secretary's Update

- | | |
|------------------------------------|-------|
| ➤ Secretary's Update | I/D |
| ➤ Archives Department Report | I/D |
| ➤ National Ballot Committee Report | I/D |
| ➤ NBC Hotlines | I/D/A |
| ➤ Electronic Candidate Booklets | I/D/A |
| ➤ Candidate Campaign Emails | I/D/A |

National Treasurer's Update

- | | |
|--|-------|
| ➤ Financial Report | I/D |
| ▪ Reserves & Savings | |
| ▪ Assets, Liabilities, & Fund Balances | |
| ▪ Dues & Fees | |
| ▪ Net Income | I/D |
| ➤ PAC Report | I/D/A |
| ➤ PA/AR Removals | I/D |
| ➤ Dues Increase | I/D/A |
| ➤ Headcount Adjustment | I/D/A |
| ➤ Budget Reduction | I/D/A |
| ➤ Credit Card Policy | I/D/A |
| ➤ Apartment Furnishings | I/D/A |
| ➤ Relocation | I/D/A |
| ➤ Internet & Telephone Expenses | I/D/A |
| ➤ Late Expenses Denial Appeal | I/D |
| ➤ Former National Officer Payout | I/D |
| ➤ Article VII Section 7.B | |

Old Business

New Business

- | | | |
|--|-----------|-------|
| ➤ Policy manual/constitution review/update & page turn | Pennel | I/D |
| ➤ Distinguished Service Award – R. Harris | De Roxtra | I/D/A |
| ➤ Accounting Cycles | Norvell | I/D/A |
| ➤ STL & RDU Base Closures | Martin | I/D |

APFA

FALL BOARD OF DIRECTORS MEETING



October 10-12, 2023

APFA Unity Pays Conference Room

Resolution Information

Resolution #: 3

Resolution Name: Confidentiality

Status: Pass

Maker: Montanari

Second: Pennel

Date: 10/12/2023

Time: 9:54 a.m. CT

Affects PM: ☒ Section 1.E

Comments:

	BOS Powers	CLT Hazlewood	DCA Pennel	DFW De Roxtra	LAX Nikides	LGA Santana	MIA Trautman	ORD Howard	PHL Montanari	PHX Agee	Hedrick
YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Yes: 8 No: 2 Abstain: 0 Absent: 0 Show of Hands: ☐

WHEREAS, APFA Policy Manual Section 1.E.1 states “The National Officers, voting Board of Directors, Ad-Hoc Members of the Executive Committee, members of any APFA Negotiating committee, Base Vice Presidents, National Chairs, and Regional Representatives are required to maintain confidentiality in connection with conducting the business of the Union. Every person holding one (1) or more of these positions shall sign a Code of Confidentiality;” and

WHEREAS, APFA representatives are bound by APFA Policy Manual Section 1.E to safeguard confidential communications and information disseminated to them in their official capacity; and

WHEREAS, all members of the APFA have a right to individual privacy under Article II, Section 3.C of the APFA Constitution; and

WHEREAS, all officers, agents and other representatives of the APFA occupy a position of trust in relation to APFA and its members as a group. Therefore representatives have a duty to refrain from dealing with APFA as an adverse party or on behalf of any adverse party in any matter connected with their duties and from holding or acquiring any pecuniary or personal interest which conflicts with the interests of such organization pursuant to Section 501(a) of the Labor-Management Reporting and Disclosure Act; and

WHEREAS, breaches of confidentiality may undermine the APFA negotiations strategy, may harm APFA’s position in litigation, and erode the trust of its members.

APFA

BOARD OF DIRECTORS MEETING

BE IT THEREFORE RESOLVED, any National Officers, voting Board of Directors, Ad-Hoc Members of the Executive Committee, members of any APFA Negotiating committee, Base Vice Presidents, National Chairs, Regional Representatives or other representative of APFA who violates the APFA Policy Manual Section 1.E or APFA Code of Confidentiality will be sent a letter admonishing the breach of confidentiality and be barred from receiving any confidential and privileged information for an amount of time necessary, in the judgment of the Board of Directors, to protect the interests of the APFA and its members; and

BE IT FURTHER RESOLVED, that APFA Policy Manual Section 1.E.1 include the following edits:

“The National Officers, voting Board of Directors, Ad-Hoc Members of the Executive Committee, members of any APFA Negotiating committee, Base Vice Presidents, National Chairs, ~~and~~ Regional Representatives, **and other APFA Representatives** are required to maintain confidentiality in connection with conducting the business of the Union. Every person holding one (1) or more of these positions shall sign a Code of Confidentiality.” and

BE IT FURTHER RESOLVED, APFA Policy Manual Section 1.E be updated to include the following paragraph:

4. Failure to execute or comply with the APFA Code of Confidentiality will result in exclusion from receiving confidential and proprietary information. The Board of Directors shall determine the duration of exclusion from receiving confidential and proprietary information. A letter will be sent to the offender by the APFA Board of Directors describing the breach of confidentiality and the consequence.



1900 West Park Drive, Suite 280 • Westborough, MA 01581

Tel: 508.480.8202 • Fax: 508.480.8204

katzlawgroup.com

November 15, 2023

By first class mail and by email Francesrene [Redacted by Plaintiffs]

Ms. Frances Marcel

[Redacted by Plaintiffs]

CEASE AND DESIST/NOTICE OF FUTURE LEGAL ACTION

Dear Ms. Marcel:

This office is legal counsel to Joseph Warren Burns ("Burns") in his capacity as General Counsel to the Association of Flight Attendants. You are now advised not to communicate with Burns for any reason and that all future correspondence regarding this matter be directed to my attention. This demand is being sent to your attention as Burns is fully aware that both of you and other individuals have engaged in an individual and collectively undertaking through Facebook with the malicious and defamatory intent of damaging Burn's outstanding business and community reputation. You, along with several other individuals, have publicly and repeatedly questioned Burn's professional licensure and achievements. In addition, Burns has also received information from reputable third parties indicating, without equivocation, that various individuals have questioned his professional licensure and professional achievement as a direct result of your various postings. I have all the various posts by you and other individuals in my file at the present time.

To set the record straight, once and for all, please be advised that Burns was admitted to the practice of law in the State of Minnesota on November 20, 2001, and the statement of admission is attached as **Exhibit A**. A copy of Burn's current legal license is attached hereto as **Exhibit B**. Thirdly, an up-to-date copy of a Certificate of Good Standing from the Minnesota Supreme Court on behalf of Burns is attached as **Exhibit C**.

Considering these facts, not only are your posts factually incorrect but you clearly failed to undertake prior due diligence before posting your comments. Furthermore, you and several other people utilized social media to question Burns' professional licensure and thus create inferences throughout that Burns was not suited for the general counsel's position which he has held for many years. Your conduct herein is considered libel *per se* as the express wording you employed and the efforts to spread

misleading and factually inaccurate information about Burns expressly set forth unethical and dishonest conduct on behalf of Burns. The written and presumably verbal dissemination of these misleading and defamatory statements has caused irreparable professional and economic damage to Burns' otherwise impeccable professional and business reputation.

As a result, Burns demands the following immediate action:

- A. For you to immediately remove the previously published Facebook posts involving Burns, and as identified in this demand and that evidence of such removal of all posts be provided to me by or within **seven** days of receipt of this demand
- B. That you issue a retraction of similar size and placement on each social media page as your original defamatory posts and provide a copy of each retraction to me within **seven** days of receipt of this demand.
- C. You will remove any defamatory posts from social media pages.
- D. That you will not participate and/or publish any further social media postings questioning Burns' bar admission or licensure and,
- E. If you comply with the requirements in sections A through D above, Burns will immediately release you from all future liability associated with this matter.

If you fail to fully comply with any the above requirements, Burns is prepared to seek all available civil remedies against you including, *but not limited to*, libel and slander, invasion of privacy, and/or interference with advantageous business relationships and, in addition, seek compensation for punitive damages and reasonable attorney's fees.

Burns reserves all his legal and equitable rights and interests in this matter.

Your **immediate** attention to this matter is advised.

Very truly yours,

David S. Katz, Esq.

DSK/dls

cc: J. Burns, Esq. J. Morse, Esq.



Lawyer Details

Lawyer ID	0315540
Last Name	BURNS
First Name	JOSEPH
Middle Name	WARREN
Address	1139 9TH AVE #202 HONOLULU, HI 96816
Date Admitted	11/20/01
Last Payment	12/22/22
Next Payment Due	01/01/24
Authorized to Practice Law?	Authorized

Additional information related to limited license statuses may be obtained through the [Lawyer Registration Website](#).

Current Disciplinary Status	NONE
Additional information on disciplinary history or statuses may be obtained at Lawyer's Professional Responsibility Board Website .	

CLE Status	3
Fee Status	ACTIVE
Professional Liability Insurance	Lawyer does NOT represent private clients
Good Standing:	Yes

<- Back to Lawyer List...

Exhibit B

Minnesota Supreme Court

ATTORNEY LICENSE

ATTORNEY ID: 0315540
LICENSE TYPE: AUTHORIZED
CLE: 3

JOSEPH WARREN BURNS
578 WASHINGTON BLVD #250
LOS ANGELES CA 90292



Expiration Date
01/01/2024

www.lro.mn.gov

**STATE OF MINNESOTA
IN SUPREME COURT**

Certificate of Good Standing

This is to certify that the following lawyer is in good standing

JOSEPH WARREN BURNS

was duly admitted to practice as a lawyer and counselor at law in all the courts of this state on

November 20, 2001

Given under my hand and seal of this court on

October 03, 2023

Emily J. Eschweiler

Emily J. Eschweiler, Director
Office of Lawyer Registration





1900 West Park Drive, Suite 280 • Westborough, MA 01581

Tel: 508.480.8202 • Fax: 508.480.8204

katzlawgroup.com

November 15, 2023

By first class mail and by email jehtlag [Redacted by Plaintiffs]

Ms. Leanne Pruitt

[Redacted by Plaintiffs]

CEASE AND DESIST/NOTICE OF FUTURE LEGAL ACTION

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This office is legal counsel to Joseph Warren Burns ("Burns") in his capacity as General Counsel to the Association of Flight Attendants. You are now advised not to communicate with Burns for any reason and that all future correspondence regarding this matter be directed to my attention. This demand is being sent to your attention as Burns is fully aware that both of you and other individuals have engaged in an individual and collectively undertaking through Facebook with the malicious and defamatory intent of damaging Burn's outstanding business and community reputation. You, along with several other individuals, have publicly and repeatedly questioned Burn's professional licensure and achievements. In addition, Burns has also received information from reputable third parties indicating, without equivocation, that various individuals have questioned his professional licensure and professional achievement as a direct result of your various postings. I have all the various posts by you and other individuals in my file at the present time.

To set the record straight, once and for all, please be advised that Burns was admitted to the practice of law in the State of Minnesota on November 20, 2001, and the statement of admission is attached as **Exhibit A**. A copy of Burn's current legal license is attached hereto as **Exhibit B**. Thirdly, an up-to-date copy of a Certificate of Good Standing from the Minnesota Supreme Court on behalf of Burns is attached as **Exhibit C**.

Considering these facts, not only are your posts factually incorrect but you clearly failed to undertake prior due diligence before posting your comments. Furthermore, you and several other people utilized social media to question Burns' professional licensure and thus create inferences throughout that Burns was not suited for the general counsel's position which he has held for many years. Your conduct herein is considered libel *per se* as the express wording you employed and the efforts to spread

misleading and factually inaccurate information about Burns expressly set forth unethical and dishonest conduct on behalf of Burns. The written and presumably verbal dissemination of these misleading and defamatory statements has caused irreparable professional and economic damage to Burns' otherwise impeccable professional and business reputation.

As a result, Burns demands the following immediate action:

- A. For you to immediately remove the previously published Facebook posts involving Burns, and as identified in this demand and that evidence of such removal of all posts be provided to me by or within **seven** days of receipt of this demand
- B. That you issue a retraction of similar size and placement on each social media page as your original defamatory posts and provide a copy of each retraction to me within **seven** days of receipt of this demand.
- C. You will remove any defamatory posts from social media pages.
- D. That you will not participate and/or publish any further social media postings questioning Burns' bar admission or licensure and,
- E. If you comply with the requirements in sections A through D above, Burns will immediately release you from all future liability associated with this matter.

If you fail to fully comply with any the above requirements, Burns is prepared to seek all available civil remedies against you including, *but not limited to*, libel and slander, invasion of privacy, and/or interference with advantageous business relationships and, in addition, seek compensation for punitive damages and reasonable attorney's fees.

Burns reserves all his legal and equitable rights and interests in this matter.

Your **immediate** attention to this matter is advised.

Very truly yours,

David S. Katz, Esq.

DSK/dls

cc: J. Burns, Esq. J. Morse, Esq.



Lawyer Details

Lawyer ID	0315540
Last Name	BURNS
First Name	JOSEPH
Middle Name	WARREN
Address	1139 9TH AVE #202 HONOLULU, HI 96816
Date Admitted	11/20/01
Last Payment	12/22/22
Next Payment Due	01/01/24
Authorized to Practice Law?	Authorized

Additional information related to limited license statuses may be obtained through the [Lawyer Registration Website](#).

Current Disciplinary Status	NONE
Additional information on disciplinary history or statuses may be obtained at Lawyer's Professional Responsibility Board Website .	
CLE Status	3
Fee Status	ACTIVE
Professional Liability Insurance	Lawyer does NOT represent private clients
Good Standing:	Yes

[<- Back to Lawyer List...](#)

Exhibit B

Minnesota Supreme Court

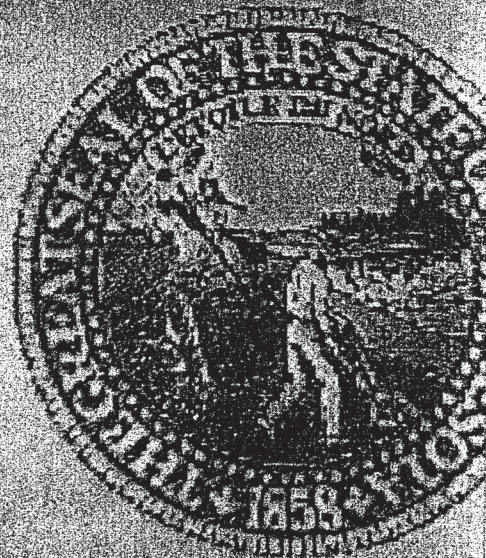
ATTORNEY LICENSE

ATTORNEY ID: 0315540

LICENSE TYPE: AUTHORIZED

CLE: 3

JOSEPH WARREN BURNS
578 WASHINGTON BLVD #250
LOS ANGELES CA 90292



Expiration Date

01/01/2024

www.lro.mn.gov

**STATE OF MINNESOTA
IN SUPREME COURT**

Certificate of Good Standing

This is to certify that the following lawyer is in good standing

JOSEPH WARREN BURNS

was duly admitted to practice as a lawyer and counselor at law in all the courts of this state on

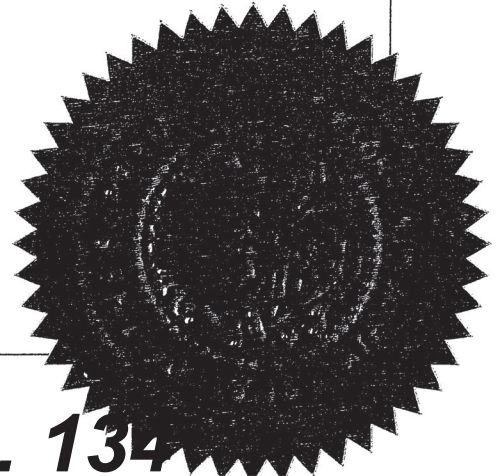
November 20, 2001

Given under my hand and seal of this court on

October 03, 2023

Emily J. Eschweiler

Emily J. Eschweiler, Director
Office of Lawyer Registration





1900 West Park Drive, Suite 280 • Westborough, MA 01581

Tel: 508.480.8202 • Fax: 508.480.8204

katzlawgroup.com

November 15, 2023

By first class mail and by email rocksalomon@redacted.com

Mr. Rock Salomon

Redacted by Plaintiffs

CEASE AND DESIST/NOTICE OF FUTURE LEGAL ACTION

Dear Mr. Salomon:

This office is legal counsel to Joseph Warren Burns ("Burns") in his capacity as General Counsel to the Association of Flight Attendants. You are now advised not to communicate with Burns for any reason and that all future correspondence regarding this matter be directed to my attention. This demand is being sent to your attention as Burns is fully aware that both of you and other individuals have engaged in an individual and collectively undertaking through Facebook with the malicious and defamatory intent of damaging Burn's outstanding business and community reputation. You, along with several other individuals, have publicly and repeatedly questioned Burn's professional licensure and achievements. In addition, Burns has also received information from reputable third parties indicating, without equivocation, that various individuals have questioned his professional licensure and professional achievement as a direct result of your various postings. I have all the various posts by you and other individuals in my file at the present time.

To set the record straight, once and for all, please be advised that Burns was admitted to the practice of law in the State of Minnesota on November 20, 2001, and the statement of admission is attached as **Exhibit A**. A copy of Burn's current legal license is attached hereto as **Exhibit B**. Thirdly, an up-to-date copy of a Certificate of Good Standing from the Minnesota Supreme Court on behalf of Burns is attached as **Exhibit C**.

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dishonest conduct on behalf of Burns. The written and presumably verbal dissemination of these misleading and defamatory statements has caused irreparable professional and economic damage to Burns' otherwise impeccable professional and business reputation.

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- A. For you to immediately remove the previously published Facebook posts involving Burns, and as identified in this demand and that evidence of such removal of all posts be provided to me by or within **seven** days of receipt of this demand
- B. That you issue a retraction of similar size and placement on each social media page as your original defamatory posts and provide a copy of each retraction to me within **seven** days of receipt of this demand.
- C. You will remove any defamatory posts from social media pages you administer, including, but not limited to, "Crew Juice."
- D. That you will not participate and/or publish any further social media postings questioning Burns' bar admission or licensure and,
- E. If you comply with the requirements in sections A through D above, Burns will immediately release you from all future liability associated with this matter.

If you fail to fully comply with any the above requirements, Burns is prepared to seek all available civil remedies against you including, *but not limited to*, libel and slander, invasion of privacy, and/or interference with advantageous business relationships and, in addition, seek compensation for punitive damages and reasonable attorney's fees.

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Very truly yours,

David S. Katz, Esq.

DSK/dls

cc: J. Burns, Esq. J. Morse, Esq.



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First Name	JOSEPH
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Last Payment	12/22/22
Next Payment Due	01/01/24
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Additional information related to limited license statuses may be obtained through the [Lawyer Registration Website](#).

Current Disciplinary Status NONE

Additional information on disciplinary history or statuses may be obtained at

[Lawyer's Professional Responsibility Board Website](#).

CLE Status	3
Fee Status	ACTIVE
Professional Liability Insurance	Lawyer does NOT represent private clients
Good Standing:	Yes

<- Back to Lawyer List...

Exhibit B

Minnesota Supreme Court

ATTORNEY LICENSE

ATTORNEY ID: 0315540
LICENSE TYPE: AUTHORIZED
CLE: 3

JOSEPH WARREN BURNS
578 WASHINGTON BLVD #250
LOS ANGELES CA 90292



Expiration Date

01/01/2024

www.lro.mn.gov

**STATE OF MINNESOTA
IN SUPREME COURT**

Certificate of Good Standing

This is to certify that the following lawyer is in good standing

JOSEPH WARREN BURNS

was duly admitted to practice as a lawyer and counselor at law in all the courts of this state on

November 20, 2001

Given under my hand and seal of this court on

October 03, 2023

Emily J. Eschweiler

Emily J. Eschweiler, Director
Office of Lawyer Registration

972 539-2117



Ashley
 HOMESTORE

Sold To

 BOB ROSS
 2405 JOHNSON RD.
 Southlake, TX 76092

H: C: 817 983-4646

W: X:

president@apfa.org

Ship To

 BOB ROSS
 2405 JOHNSON RD.
 Southlake, TX 76092

H: C: 817 983-4646

W: X:

president@apfa.org

Your Retail Sales Associate today was: Larry Box

Status	Printed: 08/13/16 02:53PM	Est. Arrival to Cross Dock: 08/17/16
D - Delivery	You can track your delivery while in route at: http://texasashley.com/delivery/	

Ln#	Model/Brand/Description	Qty	Retail Price	Discounts	Sell Price	Extended
-----	-------------------------	-----	--------------	-----------	------------	----------

1	SKU: 1377561M SEAL D 08/17/16	1	\$2,629.99			
999	PP THURLOE PEPT KING MA					

\$1183.66

2	SKU: PPKINGFOUN SEAL D 08/17/16	1	\$420.00			
999	PP TXL FOUNDATIONS					

\$230.97

\$189.03

3	SKU: 1208631B SEAL D 08/17/16	2				
999	PP 2015 TXL FOUNDATION					

\$0.00

4	SKU: B139-91 ASHL D 08/17/16	1	\$189.99			
999	NIGHTSTAND WHT					

\$104.48

\$85.51

5	SKU: 1170039 ASHL D 08/17/16	1	\$1,419.99			
999	QUEEN SOFA SLEEPER/GAL					

\$780.90

\$639.09

6	SKU: 1170035 ASHL D 08/17/16	1	\$899.99			
999	LOVESEAT/GALAND - UMBE					

\$494.94

\$405.05

7	SKU: 1170023 ASHL D 08/17/16	1	\$749.99			
999	CHAIR AND A HALF/GALAN					

\$412.45

\$337.54

8	SKU: 1170014 ASHL D 08/17/16	1	\$379.99			
999	OTTOMAN/GALAND - UMBE					

\$208.97

\$171.02

9	SKU: B139-54 ASHL D 08/17/16	1	\$149.99			
999	QN PANEL FTBD WHT					

\$82.49

\$67.50

10	SKU: B139-57 ASHL D 08/17/16	1	\$189.99			
999	QN PANEL HDBD WHT					

\$104.48

\$85.51

11	SKU: B139-96 ASHL D 08/17/16	1	\$149.99			
999	QN PANEL RAILS WHT					

\$82.49

\$67.50

Ashley
HOMESTORE

Merchandise: \$3,231.41
Delivery Charge: 139.92 \$129.26
Subtotal: \$3,360.67
Tax: \$277.25
Total Sales Order: \$3,637.92

Amount Paid

Current Payments

BANK CARDS \$-3,637.92

DELIVERY GUIDELINES

- *Deliveries are made between 8:00AM and 9:00PM, Tuesday through Saturday
- *Once the merchandise arrives at the Grand Prairie cross dock, the customer has 14 days to accept it.
- *Deliveries are routed geographically by zip code. You will be notified of your 4-hour assigned time window, the night before or the morning of your scheduled delivery.
- *Canceling or rescheduling a delivery must be done at least 48 hours prior to the delivery, to avoid a \$49 delivery cancelation fee.
- *Deliveries outside of the DFW metroplex will be scheduled on a specific day, weekly or monthly.
- *Deliveries can only be done with a responsible person present, age 18 or older.
- *It is the customer's responsibility to make arrangements for the protection of wood floors, carpet, walls, doorways, doors and similar property. Although every precaution possible will be taken to avoid damaging any household property, the responsibility for providing necessary protective materials lies with the customer.
- *In the unlikely event damage is caused to your property, it must be reported within 24 hours, to Customer Care. This can be done by calling 972-336-0339, or by emailing CustomerCare@TexasAshley.com
- *If you need to change the delivery address, you must complete a "Change of Delivery" form. Contact Customer Care for more information.
- *The delivery team cannot be responsible for moving your existing merchandise. Please be sure to have the area clear before the delivery team arrives.

Thank you for your business!

Please note: Ashley HomeStore shall not be liable for delays caused by our suppliers, accidents, fires, causes beyond our control or any other natural disaster. Deliveries postponed greater than 14 days from the notification will be subject to a \$25.00 per week per item storage charge until delivery is made, unless the order is paid in full. This is necessary to cover insurance, warehouse costs, and other incidental costs associated with your furniture. **Ashley HomeStore has a no-return policy.** Should any defect develop after delivery, we will repair or replace at our option. Some pick-up items require assembly. There will be a \$25.00 fee for any returned checks. Floor sample merchandise is sold AS IS with no refunds or exchanges. Please refer to Sales Order number when calling. Please see Customer information handout for additional details.

Amount Due:

\$0.00

Customer Signature: _____

Page: 2/2

10

App. 141

150 N. Main St.
Grapevine, TX 76051
817-481-9754
grapevine@kissitgoodbuy.net



Consignor # _____

CONSIGNOR'S CONTRACT

Consignment Date: 11/10/16 Expiration Date: 2/10/17 Email: office@apfa.org
 Consignor Name: LaDonna Casey "APFA" Phone: 817-540-6108 x. 8142
 Address: 1004 W. Eulless Blvd. Cell: _____
 City: Eulless State: TX Zip Code: 76040

I, LaDonna Casey hereafter referred to as Consignor, do hereby attest that all items on consignment are legally my property and I agree to all of the following conditions of consigning with Kiss It Good Buy:

- ___ I. The consignment period is for 90 days. Consignor receives 50% of the sale price and KISS IT GOOD BUY receives 50% of the sale price.
- ___ II. All consignment items must be clean and in excellent to very good condition with no stains, tears, or other damages deemed unsatisfactory by KISS IT GOOD BUY. The consigner shall be responsible for any cleaning or repair charges deemed necessary by KISS IT GOOD BUY. KISS IT GOOD BUY is not responsible for any damage, theft or loss of consigned items.
- ___ III. Consignment items may be marked down 10-20% every 30 days, not to exceed 50% off within the 90-day consignment period. All consignments are subject to price reductions, which will affect the Consignor's earnings. Reasonable offers will be accepted while in the possession of KISS IT GOOD BUY. There is a processing fee of \$1.00 per item.
- ___ IV. Consignment items will not be released to anyone other than the Consignor without their consent. Unsold items must be picked up within one week after the 90 day expiration date or they will become the property of KISS IT GOOD BUY. The Consignor may pick up their donation receipt at the store location for all donated items.
- ___ V. Any consignment item removed from KISS IT GOOD BUY by the Consignor prior to the expiration date specified in this contract is subject to a fee equal to 25% of the original consignment price. This fee must be paid prior to the removal of the merchandise.
- ___ VI. Accounts are payable no less than 30 days after the completed sale of the consigned items and payments are processed on the 15th of each month. Consignor earnings may be applied towards in-store purchases at any time during the consignment period. Unclaimed consignor earnings shall be forfeited 120 days after the sale of any consigned item.
- ___ VII. It is the Consignor's responsibility to contact us to check on their items (s) and request payment. Checks may be picked up on or after the 16th of the month requested. The Consignor will be responsible for any fees associated with lost mailed checks.

	Consignment Items	Age	Price Paid	
1.	Tall Bistro Tbl. w/ 4 Bar stools w/ side 4 hrs	\$	278.00	\$
2.	Queen Size Bed w/ 4 drawers & 3 foot slats	\$	50%	\$ 198.00 Sold
3.	2 Chests & Drawers - 5 Drawer MDF w/ 4	\$	50%	\$ 124.00 Sold
4.		\$	50%	\$ 88.00 Sold
5.		\$		\$
6.		\$		\$
7.		\$		\$
8.		\$		\$

I have read and fully understand and agree to the terms of this contract.

Consignor Signature LaDonna CaseyDate 11-10-16Consignee Signature [Signature]Date 11/10/16

☐ Please initial here if you would you like to be added to our Mailing List.

App. 142

(12)



APFA
APFA
1004 W. EULESS BLVD.
EULESS, TX 76040

THIS IS NOT A CHECK

ROBERT ROSS
2405 JOHNSON RD
SOUTHLAKE, TX 76092

CHECK DATE: 6/15/2018

EMPLOYEE NO	PAY RATE	PERIOD END	STUB NO.
TX- [Redacted by Plaintiff]	4,495.580	6/15/2018	D15772
	HOURS	AMOUNT	Year To Date
** EARNINGS			
N/O Salary		4,495.58	88,026.06
GRAND SLAM		0.00	200.00
SAF PRES DEPT		750.00	4,075.00
MEA PRES DEPT		300.00	1,371.00
SAF GOVERN		0.00	150.00
6030-70010		0.00	125.00
6030-70012		0.00	50.00
6030-70014		0.00	75.00
AA PROF SHAR		0.00	2,458.19
ACCTS RECV		-1,653.32	-3,306.64
6030-71014		0.00	25.00
** TAX DEDUCTIONS			
Federal W/H		346.74	10,305.17
FICA		241.32	5,781.44
Medicare		56.44	1,352.14
** DEDUCTIONS			
APFA-DUES		20.50	225.50
NAT'L401K%NT		389.23	5,206.60
PAC		1.00	11.00
** DIRECT DEPOSITS			
91215		350.00	3,788.52
36034		350.00	9,300.26
22377		2,137.03	57,277.98
** EMPLOYER CONTRIBUTION			
K2 401K CONTRIB		385.33	0.00

CHECK AMOUNT: 0.00
GROSS EARNINGS: 3,892.26 93,248.61
NET EARNINGS: 2,837.03

TOTAL DIR DEP: 2,837.03 70,366.76
TOTAL DEDUCT: 1,055.23 22,881.85

App. 143



APFA
APFA
1004 W. EULESS BLVD.
EULESS, TX 76040

THIS IS NOT A CHECK

ROBERT ROSS
2405 JOHNSON RD
SOUTHLAKE, TX 76092

CHECK DATE: 5/31/2018

EMPLOYEE NO	PAY RATE	PERIOD END	STUB NO.
TX-0 <small>Redacted by Plaintiff</small>	4,495.580	5/31/2018	D15694
	HOURS	AMOUNT	Year To Date
** EARNINGS			
N/O Salary		4,495.58	83,530.48
GRAND SLAM		0.00	200.00
SAF PRES DEPT		0.00	3,325.00
MEA PRES DEPT		0.00	1,071.00
SAF GOVERN		0.00	150.00
6030-70010		0.00	125.00
6030-70012		0.00	50.00
6030-70014		0.00	75.00
AA PROF SHAR		0.00	2,458.19
ACCTS RECV		-1,653.32	-1,653.32
6030-71014		0.00	25.00
** TAX DEDUCTIONS			
Federal W/H		233.34	9,958.43
FICA		176.22	5,540.12
Medicare		41.21	1,295.70
** DEDUCTIONS			
APFA-DUES		20.50	205.00
NAT'L401K%NT		284.23	4,817.37
PAC		1.00	10.00
** DIRECT DEPOSITS			
91215		350.00	3,438.52
36034		350.00	8,950.26
22377		1,385.76	55,140.95

CHECK AMOUNT: 0.00
GROSS EARNINGS: 2,842.26 89,356.35
NET EARNINGS: 2,085.76

TOTAL DIR DEP: 2,085.76 67,529.73
TOTAL DEDUCT: 756.50 21,826.62

App. 144



Comment



Melissa Chinery-Burns

[Author](#) [Admin](#)

Redacted by Plaintiffs sharing what? Bob Ross had over \$3600 worth of furniture delivered to his personal residence after we paid him to move to Dallas. He claimed he moved it several days later and it mysteriously disappeared.

An independent auditor determined had had thousands, I think it was 16k or so, in unsubstantiated expenses.

The arbitrator was the head of the National Academy of Arbitrators and determined Ross was inconsistent and not



Write a reply...



Home



Watch



Marketplace



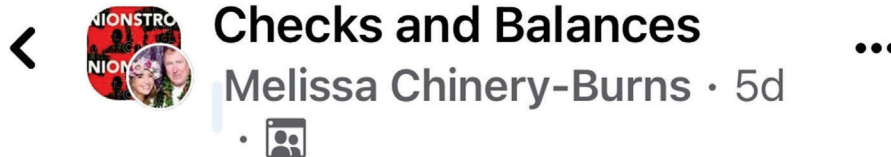
Dating



Notifications



Menu



how many times Bob Ross blatantly lied while testifying.

Look if you want to apologize for Ross and Vargas for stealing furniture and concealing payments have at it. But don't come on here pretending you are some reformer.

And yes I do not consider you regularly coming on to this page to defend Ross and minimize his corruption to be casual. So yeah should probably give the swearing a rest.

4d Like Reply



Melissa Chinery-Burns
[Author](#) [Admin](#)



Write a comment...



Home



Watch



Marketplace



Dating



Notifications



Menu



Melissa Chinery-Burns

Admin · April 26, 2021 · 🌐



Purchased by Bob Ross using the Union CC on August 13, 2016
Delivered to Mr Ross's home residence in Southlake TX

King Mattress \$1183.66
King Foundation \$189.03
Nightstand \$85.51
Queen Sofa Sleeper \$639.09
Loveseat \$405.05
Chairs \$337.54
Ottoman \$171.02

Total \$3637.92

-331.28 for return

Total \$3,306.64

When this came up in a random audit in May of 2018 Eugenio Vargas (National Treasurer at the time) emailed Debbie Hoover on May 25, 2018 and told her to deduct \$1653.32 from Bob Ross's May 31, 2018 and June 15, 2018 APFA paychecks. (\$3306.64 split in two paychecks). Which is what APFA payroll did.

Now, aside from the fact that Bob Ross broke federal law by using union funds for personal use, and aside from the fact that the Treasurer at the time neglected to catch it when Mr Ross misused the credit card (almost two years before), do you think that APFA should payroll deduct (from his APFA pay) the \$5400 that Bob Ross presently owes APFA like they did with his furniture?

Yes or No



Shannon Kaye and 147 others

272 Comments



Like



Comment

I was employed at APFA from August 15, 1996, to November 2018. I retired 4 months after Eugenio Vargas left office because when the new administration came in the work environment became hostile not only with the staff and an Officer.

I was a staff member, specifically I was the Office Coordinator at the time that I retired. One of my many responsibilities was the inventory of furniture. I was very thorough at what I did and had good job performance.

Regarding the furniture in Gabby Harty's apartment. I clearly remember Gabby vacated her apartment and resigned early due to personal reasons. When the lease was almost up Rachael Early (another staff member) and I went to her apartment and took photographs of all the furniture. Rachael was the employee who had the keys. When the lease was over Mike Trapp, Rosemary Cooper's brother (who is an Executive Secretary) picked up the furniture. I completed the inventory, entered that information into the Office Coordinator computer.

Some of Gabby's furniture was taken to consignment at Kiss it Goodbye and the items they wouldn't take were donated.

I would like to discuss what I know about the items on the attached inventory sheet.

Regarding Shane Staple's items. Shane moved out about the time the administration changed hands. He provided an inventory sheet. I entered the information into my system.

About Chuck Ransdale's furniture. Chuck was another representative who left his position early. I recall there still being time on his lease, so we had another representative move into his apartment. She stayed there for the duration of the lease. All his furnishings stayed in the apartment for use by her. She stayed in that apartment beyond Eugenio Vargas' term so the inventory of those items would be the responsibility of the Treasurer that came after Eugenio.

I would also like to explain how I did my inventory. There was a file cabinet with hanging file folders. Each Officer and representative had a hanging file with an inventory sheet when they came into office. When Eugenio came into office he required each rep to fill out the inventory and return it to me per the Policy Manual. I looked over them. Then I would sign off that it was received. During his

administration we started scanning these documents and saving them electronically.

After I retired my Coordinator files were left accessible to other staff members and new Officers, some who, as I said were extremely hostile and vindictive. It is very well within the realm of possibility my work product was taken or modified by them.

The dynamics of the office environment and the stress it created were the very reasons for my early and sudden retirement. I couldn't handle that stress in my life anymore.

Due to dangers associated with COVID and my fears of retaliation I could not attend this hearing in person. I respectfully request you accept this sworn statement.

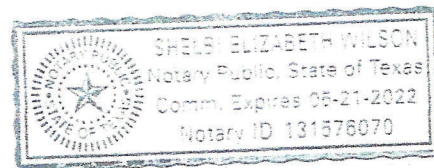
Thank you.

LaDonna Casey

LaDonna Casey

State of Texas
County of Parker
Sworn to and subscribed before me on the
8th day of Sept., 2021

Shelbi E. Wilson
Notary Signature
My Commission Expires 05/21/2022



Association of Professional Flight Attendants
 Depreciation Schedule
 FYE March 31, 2017

G/L Acct 1246 - FURN & FIXTURES - FIELD (ACCUM DEPR 1346)		Purchase Date	Cost	
Vendor	Description			
<u>Shane Staples/Comm</u>				
Ashley Furniture	Sofa/Loveseat/Media Chest/Cocktail Table/End Table	06/16	4,098.22	4,098.22
	King Bed/King Mattress			
	Exchanged Loveseat for Chair	08/16	(104.98)	(104.98)
	Current Balance		3,993.24	3,993.24
<u>Gaby Harty/Health</u>				
Ashley Furniture	Sofa/Loveseat/Cocktail Table/End Table	06/16	3,236.91	3,236.91
	King Bed/King Mattress			
<u>Chuck Rahsdale/Health</u>				
Ashley Furniture	Chest/Nightstand/Queen Bed/Queen Mattress	06/16	1,398.76	1,398.76
TOTALS			8,628.91	8,628.91

La Donna Casey

State of Texas
 County of Parker
 Sworn to and subscribed before me on the
8th day of Sept, 2021

Shelbi El. Wilson
 Notary Signature
 My Commission Expires 05/21/2022

